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DPD-213-59

Copy 1 of 5

NEGOTIATED CONTRACT

Contract No. CH-TM-44

David Clark Company, Inc.
360 Park Avenue
Worcester, Massachusetts

Contract For: See Schedule

Mail Voucher To:

Performance Period:
See Schedule

Administrative Data:

This contract is entered into by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation incorporated in the State of Massachusetts, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule, Appendix I and General Provisions, which together with this signature page and the accompanying certificate comprise this Contract No. CH-TM-44. In the event of any inconsistency between the schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of APR 13 1959 1959.

25X1A

DAVID CLARK COMPANY, INC.

SIGNED

BY [redacted]

TI[redacted]

THE UNITED STATES OF AMERICA

BY _____
Contracting Officer

[redacted] 25X1A

Distr.
Orig. - CH-TM-44
2. - Contractor
3. - Finance
25X1A 4. - [redacted]
5. - Chrono

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Contract No. CH-TM-44

CERTIFICATE

25X1A

I, [redacted], certify that I am the Clerk of the Corporation named as Contractor herein; that [redacted] who 25X1A 25X1A signed this contract on behalf of the Contractor was then [redacted] of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its Corporate powers.

25X1A

[redacted]

SIGNED

(Corporate Seal)



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SCHEDULE

PART I - SERVICES AND SUPPLIES TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall provide all necessary equipment, tools, materials and supplies and shall furnish the services of all necessary qualified personnel required to efficiently and expeditiously operate and maintain a plant facility for performing modifications, repairs and overhauls of equipment of the types and kinds produced and delivered under a separate contract between the Contractor and the Government. The Contractor shall also provide liaison with other suppliers of related equipment and shall furnish "in-plant engineering" to analyse equipment during modification, repair and overhaul to determine causes of all technical difficulties or malfunctions and shall furnish engineering data thereon such as service bulletins, modification data, and technical solutions to problems which will facilitate and support successful field operations. From time to time the Government will furnish to the Contractor Work Orders, numbered serially, setting forth the work and services the Government desires to be performed hereunder, together with desired delivery schedules and preservation, packaging, packing and marking requirements therefor.

PART II - PERFORMANCE OF SERVICES

(a) The extent and character of the work to be done by the Contractor under this contract shall be subject to the general supervision, direction, control and approval of the Contracting Officer or his authorized representative, to whom the Contractor shall report and be responsible. In the event there should be any dispute with regard to the extent and character of the work to be performed, the matter shall be determined as provided in General Provision 7, Disputes.

(b) The Contractor agrees to furnish sufficient personnel of the labor categories specified in Appendix I hereof, as well as supervisory and administrative personnel to assure successful prosecution of the work.

(c) All operations under the terms of this contract will be done in an efficient and workmanlike manner and by qualified personnel of the Contractor's organization who are thoroughly familiar with the type of work being performed.

(d) Services required by the Contractor and performed by the Contractor's personnel of the labor categories specified in Appendix I will be considered Direct Labor under this contract.

PART III - CONSIDERATION AND PAYMENTS

(a) As of the date of execution of this contract there has been allotted for this contract the amount of [redacted] The total amount payable to the Contractor under this contract shall not exceed this amount without written authorization from the Contracting Officer. 25X1A

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(b) In accordance with the clause of this contract entitled "PAYMENTS", the Contractor shall be paid as follows:

(1) For work and services performed by the Contractor's personnel of the labor categories set forth in Appendix I, the Contractor shall be paid the applicable hourly rates stated in the columns entitled "Direct Labor Hours", in Appendix 1, for each Direct Labor hour of work or services actually performed hereunder by such personnel. The time of non-productive personnel will not be included in direct labor, and the Contractor agrees that only direct labor of its personnel of the labor categories designated in Appendix I, engaged in the work called for by this contract will be included in its billings hereunder.

(2) For materials furnished by the Contractor and for work and services furnished by authorized subcontractors under this contract, the Contractor shall be reimbursed in accordance with the "Standard Material Pricing Formula" set forth in Appendix I.

(c) It is hereby agreed that the "Direct Labor Hours Excluding Overtime Premium" as specified in Appendix 1 are based on straight time wages of Contractor's employees directly engaged in the performance of work under this contract and include all applicable overhead, General and Administrative Expense and Profit. In the event overtime work is determined to be necessary for the performance of the work and is specifically authorized by the Contracting Officer, it is understood and agreed that such overtime pay shall be charged in accordance with "Direct Labor Hours Including Overtime Premium" as specified in Appendix I.

(d) Contractor's Invoices shall indicate (1) the period involved, (2) the total funds allotted for said period less the total of all previous invoices theretofore submitted, thereby (3) showing the balance of funds available for expenditure in that period. Under this amount currently being claimed.

(e) All Work Orders or Contracting Officer authorizations received prior to the end of a period should be charged to the funds allotted for that period notwithstanding that performance of the work and submission of invoices therefor well be after the close of the period.

(f) Contractor will indicate on final invoices for each period that such invoice is its final claim for that period and inform the Contracting Officer of the unexpended amount. Unexpended funds at the end of a period are not authorized for use in a subsequent period. If, at any time, the Contractor is of the opinion that the cost of work will exceed the amount allotted to the contract, it shall immediately notify the Contracting Officer.

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PART IV - REPRICING

(a) In view of the fact that the Contractor's overhead and general and administrative expense rates are revised from time to time based on cost studies performed, the "Direct Labor Hours" set forth in Appendix I are also subject to revision, as follows:

The "Direct Labor Hours" shall be fixed for the period from the inception of this contract to 31 December 1959 and shall apply provisionally thereafter until new overhead and general and administrative expense rates have been negotiated between the Contractor and the Contracting Officer. Based on these new overhead and general and administrative expense rates, new fixed "Direct Labor Hours" for the same period of time, shall be negotiated for incorporation into this contract by an amendment hereto.

(b) Any failure on the part of the parties hereto to agree to any such revision shall be considered a dispute concerning a question of fact within the meaning of the article of this contract entitled "Disputes." Pending settlement of such dispute, the Contractor shall diligently proceed with the performance of the subject work hereunder.

PART V - PERIOD OF PERFORMANCE

This contract shall expire on 30 June 1959; however, the Government shall have the option of renewing this contract for the period 1 July 1959 to 30 June 1960, subject to the availability of Fiscal Year 1960 funds for this purpose.

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and, notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer


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or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such contract.

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# APPENDIX I

1. Contract hourly rates for performance of work and services:

| Labor Category | Direct Labor Hours Excluding Overtime Premium | Direct Labor Hours Including Overtime Premium |
|---|---|---|
| Pattern Maker Technician<br>Fitting and Indoctrinator<br>Cutter<br>Stitcher<br>Cementer<br>Structural Test | 25X1A [redacted] | |

Overtime work will be allowed hereunder only to the extent approved in writing by the Contracting Officer.

2. Standard Material Pricing Formula:

25X1A

| | | |
|---|---|---|
| a. | Material (or Subcontracts) | - Actual Cost |
| b. | General and Administrative Expense | - [redacted] |
| c. | Total | - |
| d. | Profit | - |
| e. | Selling Price | - |

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